

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
NORTHERN DIVISION**

Sean Lannan and Leslie Lannan,)	
)	
Plaintiffs,)	
)	Case No. _____
v.)	
)	
First American Title Insurance Company,)	formally case number 2015 L 005290
)	in the Circuit Court of Cook County, Illinois
Defendant.)	

NOTICE OF REMOVAL

Defendant, First American Title Insurance Company (“First American”), hereby removes case number 2015 L 005290 from the Circuit Court of Cook County, Illinois to the United States District for the Northern District of Illinois pursuant to 28 U.S.C. § § 1332(a)(1), 1441(a) and 1446, and as grounds for its removal states as follows:

STATEMENT OF THE CASE

1. On May 22, 2015, Plaintiffs, Sean Lannan and Leslie Lannan (the “Lannans”), filed a Complaint against First American in the Circuit Court of Cook County Illinois styled Sean Lannan and Leslie Lannan vs. First American Title Insurance Company, case number 2015 L 005290 (the “State Court Action”). Copies of the Summons and of the Complaint with exhibits are attached as Exhibits A and B, respectively to this Notice of Removal.
2. On May 28, 2015, First American was served with the Summons and Complaint.
3. The Complaint purports to state causes of action for breach of contract, acts of bad faith, and declaratory judgment, all of which are based upon a title insurance policy issued by First American to the Lannans (the “Policy”).

4. In their Complaint, the Lannans' assert that "the value of the Lannans' property has been significantly diminished" by virtue of a recorded easement that was not disclosed by the Policy and claim that they "have been damaged in the amount of the difference between what they paid for their home and the actual market value of their home, plus other damages to be proved at trial." Complaint, ¶¶ 15 & 30.

5. Although the Lannans do not specify the dollar amount of such damages in their Complaint or in their prayer for relief, the Lannans' damage claim is based upon an appraisal of the property that allegedly reflects the diminution in value of their Property associated with the easement. Complaint, ¶¶ 26 – 27.

6. That appraisal, which admittedly was provided to First American (Complaint, ¶ 26) alleges a diminution in value of \$175,000.00 associated with the easement. First American attaches the summary of the Lannans' appraisal to this Notice of Removal as Exhibit C.¹

7. In addition to the foregoing amount, the Lannans seek \$60,000.00 in statutory damages in Count II of the Complaint and declaratory relief concerning the Policy in Count III of the Complaint.

8. As such, the relief sought by the Lannans from First American exceeds \$75,000.00, exclusive of interest and costs.

DIVERSITY /JURISDICTION UNDER 28 U.S.C. § 1332 (a)(1)

9. This Court has jurisdiction over this matter under 28 U.S.C. § 1332 (a)(1) because there is complete diversity of citizenship between the Lannans and First American, and the Lannans seek recovery of more than \$75,000.00 exclusive of interest and costs.

¹ The Lannans' appraisal is 65 pages long. Although First American believes that the summary is sufficient to reflect the amount in controversy for purposes to of this Notice of Removal, if the Court deems otherwise, First American can file a complete copy of the appraisal.

10. As set forth in paragraphs 1 and 2 of the Complaint, the Lannans reside in Wilmette, Illinois and are citizens of the State of Illinois.

11. First American is a Nebraska corporation with its principal place of business in the State of California.

12. Although First American disputes the claims made in the Complaint, based on the Lannans' allegation of significant damages, their appraisal asserting a diminution in value of \$175,000.00, and their \$60,000.00 statutory damage claim, the amount in controversy exceeds \$75,000.00.

REMOVAL

13. Pursuant to 28 U.S.C. § 1446 (a), a true and correct copy of the Summons and Complaint, which are the only documents of record in the State Court action, are attached to, and are being filed with, this Notice, and are being served upon the Lannans.

14. Removal is timely in accordance with 28 U.S.C. §1446 (b) because this Notice of Removal is being filed within 30 days of the date that First American learned of, and was served with, the Summons and the Complaint in the State Court action.

15. Venue is proper in this District pursuant to 28 U.S.C. §§ 1441 (a) and 1446 (a) because this Court is in the federal judicial district in which the State Court Action was originally filed, the Defendants reside, and the property which is the subject of this litigation is located.

16. By filing of this Notice of Removal, First American does not waive any defenses or objections it may have to this action, does not intend this filing to constitute an admission of fact, law, or liability, and expressly reserves all defenses, motions, and pleadings in respect thereto.

First American Title Insurance Company

By: /s/Ronald A. Damashek
One of its attorneys

Ronald A. Damashek (ARDC #6183820)
Stahl Cowen Crowley Addis LLC
55 W. Monroe Street, Suite 1200
Chicago, Illinois 60603
Telephone: (312) 641-0060
rdamashek@stahlcowen.com

CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to 735 ILCS 5/1-109, the undersigned certifies that he served the above referenced documents, by sending the same to the parties via U.S. Mail before the hour of 5:00 p.m. on June 4, 2015.

Colin M. Seals
Pedersen & Houpt
161 N. Clark, Suite 2700
Chicago, IL 60601

By: /s/Ronald A. Damashek